

Form 10A



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
NON-PROFIT ORGANIZATIONS/PUBLIC CHARITIES DIVISION
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

Form 10A

Addendum to Registration Statement to be Filed by Professional Solicitors

Please TYPE or CLEARLY PRINT all entries in black ink.

I(A). Full legal name and any additional names under which the professional solicitor conducts business:
PDR II, Inc.
Share

I(B). Legal principal place of business:		
Address: 79 Chapel Street		
City: Newton	State: MA	Zip Code: 02458
Phone: 617-467-3600	Fax: 617-467-3601	
Email address: mparker@cckc-law.com	Website (URL): n/a	

2(A). Charitable organization benefiting from this solicitation campaign:	
Name: The United States Fund for UNICEF	AGO Account #:
Address: 125 Maiden Lane New York, NY 10038	Phone: 800-367-5437

2(B). Charitable organization's employee(s) or agent(s) who will be primarily responsible for the solicitation campaign and who should receive any correspondence related to the campaign:	
Name:	Title:
Address:	Phone:
Name:	Title:
Address:	Phone:

3. Individual to contact, if more information is needed about this form:	
Name: Megan Parker, Legal Assistant	
Address: 310 W. 20th Street, Suite 300	
City: Kansas City	State: MO Zip Code: 64108
Phone: 816-472-9000	Email: mparker@cckc-law.com

SECRET - 610-1-64

4(B). Professional solicitor's employee(s) or agent(s) who will be primarily responsible for conducting and supervising solicitations at each office listed in Question 4(A) above. Attach separate pages if necessary; include ALL sub-contractors.*	
Name: See attachment "List of Phone Room Managers"	Title:
Address:	Phone:
Name:	Title:
Address:	Phone:

5. If any Officer, Director, Trustee, Partner, Management Employee or Owner of more than 10% of the professional solicitation entity filing this form, or a relative of any of them, now or within the past two calendar years, has served as an Officer, Director, Trustee, Partner, Management Employee or in any way has been affiliated with or in control of, directly or indirectly, the charity that is the beneficiary of this campaign, please place an "X" in the box to the right and attach an explanation in which you name the affiliated persons and describe the affiliation.

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13. Massachusetts General Laws, chapter 68, section 23, requires that the following disclosures be made to each potential contributor at the time of solicitation:

- The name and address of the charitable organization for whom the solicitation is being conducted
- A description of how the contributions raised will be used for charitable purposes
- The information that the solicitation is being conducted by a paid fundraiser
- If the solicitation is for advertising the geographic distribution and circulation of any publication in which the advertising will appear

Please attach a copy of the solicitation script for this campaign and indicate the types of monitoring that will take place during the solicitation campaign to ensure that the required disclosures are made and that misrepresentations do not occur (check as many as apply).

Script of oral presentation reviewed by:	<input checked="" type="checkbox"/>	Solicitor	<input checked="" type="checkbox"/>	Charity
Direct mailing reviewed by:	<input checked="" type="checkbox"/>	Solicitor	<input checked="" type="checkbox"/>	Charity
Other written presentation (e.g. pamphlets, labels, etc.) reviewed by:	<input checked="" type="checkbox"/>	Solicitor	<input checked="" type="checkbox"/>	Charity
In-room supervision of telephone solicitation by:	<input checked="" type="checkbox"/>	Solicitor	<input type="checkbox"/>	Charity
Telephone monitoring by:	<input checked="" type="checkbox"/>	Solicitor	<input type="checkbox"/>	Charity
Random follow-ups with donors by:	<input checked="" type="checkbox"/>	Solicitor	<input type="checkbox"/>	Charity
Other (explain method):	<input type="checkbox"/>	Solicitor	<input type="checkbox"/>	Charity

14. Type of solicitation (check as many as apply):

<input type="checkbox"/>	Door-to-door	<input type="checkbox"/>	Sale or offer of goods**
<input checked="" type="checkbox"/>	Telemarketing	<input type="checkbox"/>	Sale of advertising**
<input type="checkbox"/>	Direct mail (attach letter)	<input type="checkbox"/>	Entertainment event (sale of tickets)**
<input type="checkbox"/>	Other (please explain)	<input type="checkbox"/>	Internet fundraising

****If the solicitation described in above involves the sale of goods, advertising, or tickets to an entertainment event, complete the sales schedule on the page 5.**

If the solicitation described above does not involve the sale of goods, advertising, or tickets, do not complete the sales schedule on page five. Be sure, however, to obtain and submit the appropriate signatures on Page 6.

Form 10A

Sales Schedule

If the solicitation campaign outlined in this form involves the sale of goods, advertising, or tickets to an entertainment event, you must complete this page.

15. If the solicitation campaign involves the sale of a good that will be manufactured by the professional solicitor or an affiliate of the professional solicitor, attach a description of the relationship that includes the name, address, and phone number of the manufacturer.

16(A). If the solicitation campaign involves the sale of advertising for a publication, complete the following Information.

Name of publication:
Anticipated date of distribution
Anticipated geographic area of distribution:
Method of distribution:
Number of copies to be distributed:

16(B). If the publisher is an affiliate of the professional solicitor, attach a description of the relationship that includes the name, address, and phone number of the publisher.

17(A). If the solicitation campaign involves an entertainment event, complete the following information.

Date and time of event (MM/DD/YYYY):
Location of event:
Seating capacity of event:

17(B). Type of promotion by professional solicitor (check as many as apply):

<input type="checkbox"/> Telemarketing	<input type="checkbox"/> Direct mail
<input type="checkbox"/> Sale to public through mass media	<input type="checkbox"/> Other (please explain)

17(C). Promotion involves (check as many as apply):

<input type="checkbox"/> Ticket sales for personal use	Number of tickets:
<input type="checkbox"/> Sales of tickets to be donated for use by others	Number of tickets:
<input type="checkbox"/> Charitable solicitation not including sale or donation of tickets	

17(D). Indicate any groups accepting donated tickets below. Please attach groups' written confirmation of acceptance.

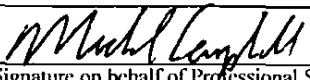
Name:	Number of tickets:
Address:	Phone:
Name:	Number of tickets:
Address:	Phone:

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Certification by the Solicitor:

Under penalties of perjury, I certify the above declarations to be true and correct to the best of my knowledge. I agree to file supplemental Forms 10A if at any time the information on this form requires amendment or correction. I agree to file the Professional Solicitor's Annual Financial Report Form 11A for the solicitation campaign which is the subject of this Form 10A as required by Massachusetts General Laws Chapter 68, Section 25(c). I have attached a copy of the contract or written agreement that corresponds to the above-referenced solicitation campaign as required by Massachusetts General Laws Chapter 68, Section 22. I agree that no solicitation on behalf of the above-mentioned charitable organization will commence prior to the filing of this Form 10A.

Under the pains and penalties of perjury, I certify the above declaration to be true and correct to the best of my knowledge.

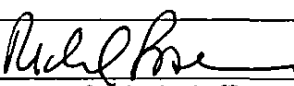
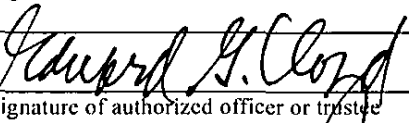
	Michael Campbell, Secretary	7-11-12
Signature on behalf of Professional Solicitor	PRINT name and title	Date signed

Acknowledgment by the Charitable Organization:

I acknowledge that I have reviewed the responses stated in this document on behalf of the charitable organization:

The United States Fund for UNICEF
(Name of charitable organization)

...and I declare, under penalties of perjury, that the responses are true and correct to the best of my knowledge.

	RICHARD ESSERMAN, V.P. FINANCE & BUDGET	7/18/12
Signature of authorized officer or trustee	PRINT name and title	Date signed
	EDWARD G. LLOYD EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER	7/18/12
Signature of authorized officer or trustee	PRINT name and title	Date signed

***Please note that the signatures of two different officers on behalf of the charitable organization are required. The Form 10A will not be accepted without the appropriate signatures.

650-331-3012

PDR II, Inc.

Attachment referenced in question 4b

List of Phone Room Managers

Sue Plant
79 Chapel Street
Newton, MA 02458
617-467-3600

05/23/2012 10:10:10 AM

	A	B	C	D	E	F
	Name	Address Line 1	Address Line 2	City	State/Province	Zip/Postal Code
1	Acee, Gwyneth V	1483 Bruce Place SE		Washington	DC	20020
2	Adams, Larry K	1616 Marion Street NW	#131	Washington	DC	20001
3	Addie, Jenay M	7169 Marbury Drive		District Heights	MD	20747
4	Akpan, Aniekam	5908 Southern Ave SE		Washington	DC	20019
5	Alexander, Marvin C	5409 Riverdale Road	#D5	Riverdale	MD	20737
6	Amirgholi, Jen	7611 Maple Avenue	#101	Takoma Park	MD	20912
7	Anderson, Kevin L	8625 11th Avenue		Silver Spring	MD	20903
8	Angus Jr, Neville B	5318 Taylor Street		Bladensburg	MD	20710
9	Bagley, Willetha F	4654 Hillside Road SE	#1	Washington	DC	20019
10	Barr, Merrica T	1913 Treetop Lane	#43	Silver Spring	MD	20904
11	Benjamin, Demetrius A	1360 Morris Road SE	#202	Washington	DC	20020
12	Blackson, Darlene G	812 18th Street NE	Apt A	Washington	DC	20002
13	Blastic, Victoria L	4951 Rock Creek Church Rd	#23	Washington	DC	20011
14	Bouknight, Lorraine J	1408 Morse Street NE		Washington	DC	20002
15	Brandon, Matthew J	14602 Monmouth Drive		Burtonsville	MD	20866
16	Brooks-English, Makita L	3111 P Street SE		Washington	DC	20020
17	Brown, Wendy K	1206 Ingham Street NW		Washington	DC	20011
18	Brown, Wilson T	1335 Fort Stevens Drive NW	#112	Washington	DC	20011
19	Brown-Parks, Rossalyn A	4911 Fitch Place NE		Washington	DC	20019
20	Burnett, Dutch J	3718 24th Street NE		Washington	DC	20018
21	Bush, Rosemary E	3970 Penna Avenue SE	#107	Washington	DC	20020
22	Butler, Latoya L	11972 Calico Woods Place		Waldorf	MD	20601
23	Camua, Thelma	7010 22nd Avenue		Hyattsville	MD	20783
24	Carter, Matilda	2006 E Street NE		Washington	DC	20002
25	Carter, Miriam V	4029 Alabama Ave SE		Washington	DC	20020
26	Christian, Retina L	2321 Lincoln Road NE	#107	Washington	DC	20002
27	Clark, Demecia S	5822 Coolidge Street		Capitol Heights	MD	20743
28	Cohen, Jodi	5326 Wapakoneta Road		Bethesda	MD	20816
29	Collier, Lamitra D	6009 85th Avenue		New Carrollton	MD	20784
30	Collier, Philip Michael	1316 Fenwick Lane	#1004	Silver Spring	MD	20910
31	Collins, Anthony	5505 Seminary Road	Unit 2504 N	Falls Church	VA	22041
32	Connally, Kim L	1438 Montana Avenue NE		Washington	DC	20018
33	Cook, Carol	1414 17th Street NW	#705	Washington	DC	20036
34	Cooper, Aujanee D	6804 Central Avenue	#202	Capitol Heights	MD	20743
35	Cooper, Kelvin D	3946 C Street SE		Washington	DC	20019
36						

	A	B	C	D	E	F
37	Cooper, Michelle	1785 Lyman Place NE		Washington	DC	20002
38	Cousley, Deja A	901 New Jersey Avenue NW	#613	Washington	DC	20001
39	Craig, Charles E	3353 Southern Avenue		Suitland	MD	20746
40	Craig, Michael S	201 I Street SW	# 706	Washington	DC	20024
41	Cristaldi, Johnnie J	4424 Sedgwick Street NW		Washington	DC	20016
42	Crump, Ceara R	711 Taylor Street NW		Washington	DC	20011
43	Cutler, Sabrina E	3435 22nd Street SE		Washington	DC	20020
44	Das, Rajit H	8010 Blair Mill Way	#505	Silver Spring	MD	20910
45	Dawkins, Doriann R	3520 Parkway Terrace Drive	#7	Suitland	MD	20746
46	De La Rosa, Dino J	3302 Walnut Manor Way		Falls Church	VA	22042
47	Doggett, Edna D	C/O K. Doggett	5914 4th Street NW	Washington	DC	20011
48	Doggett, Ernest	5435 16th Avenue	T-2	Hyattsville	MD	20782
49	Edwards, John R	9105 Anna Drive		Clinton	MD	20735
50	Fallen, Melinda D	1248 Oates Street NE		Washington	DC	20002
51	Ford, Robert S	6064 Guildhall Court		Burke	VA	22015
52	Freeman, Joseph	2911 13th Street NW	#3	Washington	DC	20009
53	Gamble, Christopher A	704 Faraway Street		Bowie	MD	20721
54	Geels, Bernd C	1322 Rhode Island Ave NW	#2	Washington	DC	20005
55	Gillilan, Dru E	4241 16th Street	#20	Arlington	VA	22204
56	Goldstein, Margaret A	6807 30th Road N		Arlington	VA	22213
57	Goldthorp, Graham M	1307 Emerald Street		Washington	DC	20002
58	Gosalvez, Alex J	6135 Leesburg Pike	#602	Falls Church	VA	22041
59	Gray, Kiana M	1009 Peconic Place		Largo	MD	20779
60	Gray, Rhunita	460 ML King Jr Avenue SE	#C505	Washington	DC	20032
61	Green, Matthew J	709 Pebblestone Court		Silver Spring	MD	20905
62	Green, Terence L	1625 Fort Dupont Street SE		Washington	DC	20020
63	Greene, Jasmine J	622 Nicholson Street NE		Washington	DC	20011
64	Gurganus, Charles A.	1100 Owens Road		Oxon Hill	MD	20742
65	Guy, Marvin A	1445 Otis Place NW	#315	Washington	DC	20010
66	Haight, Vakesa A	1301 7th Street NW	#806	Washington	DC	20001
67	Haley, Ashley R	5005 Hunt Street	#32	Washington	DC	20019
68	Hall, Dwayne B	4140 Ritchley Court		Hyattsville	MD	20784
69	Harvin, Jessica R	26 Galveston Street SW	#301	Washington	DC	20032
70	Heilner, Cristina	4620 N Park Avenue		Chevy Chase	MD	20815
71	Henderson, Wanda	3965 R Street SE		Washington	DC	20020
72	Hester, Nicole Mary	203 N Street SW	#104	Washington	DC	20024

	A	B	C	D	E	F
73	Hill, Danyell M	1331 Savannah Street SE	#2	Washington	DC	20032
74	Hirsch, Steve J	525 G Street SE	#22	Washington	DC	20003
75	Hodges, James E	5005 Lee Way Drive	#101	Capitol Heights	MD	20743
76	Holly, Steven	1615 Olive Street NE	#2	Washington	DC	20019
77	Horne, Madeisha N	8263 Toll House Road		Annandale	VA	22003
78	Howard, Carletta F	42 Bayou Avenue		Capitol Heights	MD	20743
79	Hudgins, Michael L	2839 27th Street NW	#30	Washington	DC	20008
80	Johnson, Domonique V	14740 4th Street	#313	Laurel	MD	20707
81	Johnson, Steve A	5299 85th Avenue	#302	Hyattsville	MD	20784
82	Johnson, Tyron R	5500 Columbia Pike		Arlington	VA	22204
83	Johnson, Wayne E	1900 Lyttonsville Road	#1212	Silver Spring	MD	20910
84	Johnson-Smith, Louise	18662 Mustard Seed Court		Germentown	MD	20874
85	Jones, Angel J	641 20th Street NE		Washington	DC	20036
86	Jones, Christian R	4321 Hunt Place NE		Washington	DC	20019
87	Jones, Danielle F	2115 I Street NE	#10	Washington	DC	20002
88	Jones Jr, Joseph	2523 14th Street NW	#HM-6	Washington	DC	20009
89	Jones, Tomika E	6806 Central Avenue	#303	Capitol Heights	MD	20743
90	Jordan, Krystal D	14458 Belvedere Drive		Woodbridge	VA	22193
91	Kalicharran, Beverly A	1940 Valley Terrace SE		Washington	DC	20032
92	Kasey, Benita C	2620 10th Street NE		Washington	DC	20018
93	Kemp, Mishon D	3611 Keystone Manor Place		Forestville	MD	20747
94	Kendall, Daryl T	13119 Dumbarton Drive		Rockville	MD	20853
95	Kennedy, Gayflor E	833 Longfellow Street NW		Washington	DC	20011
96	King, Beverly C	1514 17th Street NW	#405	Washington	DC	20036
97	Knight, Sedricka N	5317 B Street SE		Washington	DC	20019
98	Kodali, Sireesha	100 Kestrel Court		Gaithersburg	MD	20879
99	Kornblum, Annette	301 N. Beaugard Street		Alexandria	VA	22312
100	Kronstadt, Esther L	2900 Connection Avenue NW	#321	Washington	DC	20008
101	Lanham, Shaunique T	3128 Brinklay Road	#102	Temple Hills	MD	20748
102	Lanyi, Christopher T	1322 Mayflower Drive		McLean	VA	22101
103	Lee, Ivan W	4916 Kansas Avenue NW		Washington	DC	20011
104	Lucas, John-Charles D	7104 Willow Hills Drive		Capitol Heights	MD	20743
105	Mackey, Diane M	1015 Upshur Street NE		Washington	DC	20017
106	Manning, Yolanda C	67 Forrester Street SW	#1	Washington	DC	20032
107	Marcus, Franklin C	3105 Hewitt Avenue	#443	Silver Spring	MD	20906
108	Martinez-Bentley, Linwood	1525 Newton Street NW		Washington	DC	20010

	A	B	C	D	E	F
109	Maxfield, Grant A	12602 Heritage Farm Lane		Oak Hill	VA	20171
110	McCollum, Michael A	330 Madison Street NW		Washington	DC	20011
111	McDonald, Alynda	1260 Holbrook Terrace NE	#6	Washington	DC	20002
112	McElhaney, Juraine S	801 Rhode Island Ave NW	#609	Washington	DC	20001
113	McGhee, Lakiya K	638 Southern Avenue SE		Washington	DC	20032
114	McKnight, Darlene	1106 11th Street		Laurel	MD	20707
115	McMillan Jr, Roosevelt	624 Brookedge Court		Mitchellville	MD	20721
116	Mendez, Marguerite C	6104 First Place NE		Washington	DC	20011
117	Mitchell, David J	1312 Edenville Drive		District Heights	MD	20747
118	Morgan, Patricia E	9630 Milestone Way	#3113	College Park	MD	20740
119	Morris, Paulette	2111 Jefferson Davis Hwy	#505-S	Arlington	VA	22202
120	Moss, Bonita P	5209 Brinkley Road		Temple Hills	MD	20748
121	Murphy, Christopher	1931 17th Street NW	#203	Washington	DC	20009
122	Notice, Ashley T	630 Fairview Avenue		Takoma Park	MD	20912
123	Nwobu, Kelsey A	8454 Tea Rose Drive		Gaithersbury	MD	20879
124	O'Connor, Dennis M	905 Sixth Street SW	#510B	Washington	DC	20024
125	O'Connor, Latrice G	5210 Morris Avenue	#103	Suitland	MD	20746
126	Page Jr, James E	13842 Castle Blvd	#104	Silver Spring	MD	20904
127	Palmer, Carolyn	2102 Ridgecrest Court SE	#204	Washington	DC	20020
128	Parker, Eric A	1314 Rhode Island Avenue NW		Washington	DC	20005
129	Perry, Drunita M	321 15th Street NE		Washington	DC	20002
130	Perry, Renee	1838 I Street NE	#1	Washington	DC	20002
131	Peterson, Tiara J	226 58th Street NE		Washington	DC	20019
132	Philipp, Stuart E	5021 Seminary Road	#1025	Alexandria	VA	22311-1935
133	Pirzada, Syed M.T.	490 M Street SW	#W 508	Washington	DC	20024
134	Plump, Dorothy L	3605 Swann Road		Suitland	MD	20746
135	Poston, Davette	7723 Alaska Avenue	#302	Washington	DC	20012
136	Powell, Kaytonia N	3408 Curtis Drive	#301	Suitland	MD	20746
137	Price, Syreeta R	1520 Kanawha Street	#106	Adelphi	MD	20783
138	Randall, Osha R	10631 Gross Lane		Beltsville	MD	20705
139	Reagan, Edward J	800 4th Street SW	N416	Washington	DC	20024
140	Reed, David L	3905 17th Place NE		Washington	DC	20018
141	Renwanz, Marsha E	2127 California Street NW	Apt 601	Washington	DC	20008
142	Ringwood, Eric B	1323 44th Street NE		Washington	DC	20019
143	Robinson, Joyce H	1512 Varnum Street NW		Washington	DC	20011
144	Robinson, Nathaniel	938 E Swan Creek Rd	#1737	Fort Washington	MD	20744

	A	B	C	D	E	F
145	Rogers, Erica M	4329 3rd Street SE	#202	Washington	DC	20032
146	Ruffin, Shakyla J	941 Newington Court		Capitol Height	MD	20743
147	Sarao, Elaine	1525 Corcoran Street NW		Washington	DC	20009
148	Satterwhite, Vashti B	129 Cindy Lane		Capitol Heights	MD	20743
149	Scott, Richelle L	10430 Storch Turn		Lanham	MD	20706
150	Scribner, Mercedes T	2900 14th Street NW	#212	Washington	DC	20009
151	Shabazz, Ayesha F	1511 19th Street SE	#101	Washington	DC	20020
152	Simmons, Jahma M	525 Peacock Drive		Landover	MD	20785
153	Simmons, Michele L	2628 Myrtle Avenue NE		Washington	DC	20018
154	Simms, James A	1500 Southview Drive	#306	Oxen Hill	MD	20745
155	Smart, Toni D	2207 16th Street SE		Washington	DC	20020
156	Smith, Brandon E	18815 Creeper Lane		Gaithersburg	MD	20879
157	Smith, Debra M	119 D Street NW		Washington	DC	20001
158	Stephens, Annmarie	4401 Connecticut Ave NW	#302	Washington	DC	20008
159	Stills, Leutisha L	201 Leighton Avenue		Silver Spring	MD	20901
160	Sullivan, Kathleen M	6023 North 19th Road		Arlington	VA	22205
161	Taylor, Ashton L	1425 T Street NW	#501	Washington	DC	20009
162	Taylor, Jade A	717 Princeton Place NW		Washington	DC	20010
163	Terry, Shawn M	435 16th Street SE	#1	Washington	DC	20003
164	Thomas, Delora R	5440 C Street SE		Washington	DC	20019
165	Thornton, Trudy M	3202 East Capitol Street NE	#A	Washington	DC	20019
166	Traore, Michelle R	9811 Quiet Brook Lane		Clinton	MD	20735
167	Tshihamba, Mukoma L	410 70th Street		Capitol Heights	MD	20743
168	Turner, Margaret A	5427 16th Avenue	#202	Hyattsville	MD	20782
169	Tyler, Kamurrell G	739 Decatur Street NE		Washington	DC	20017
170	Walters, Veronica M	8060 13th Street		Silver Springs	MD	20910
171	Ward, Daryl M	3803 St. Barnabas Road	Apt. T2	Suitland	MD	20746
172	Ward, Lennette L	5020 Sheriff Road NE		Washington	DC	20019
173	Washington, Rashawnda D	2340 Vermont Avenue	#101	Hyattsville	MD	20785
174	Watkins, Lisa D	6459 Pennsylvania Ave	#101	Forestville	MD	20747
175	Wechsler, Sanford I.	6100 Westchester Park Dr	#604	College Park	MD	20740
176	Whaley, Julia D	1711 8th Street NW	#203	Washington	DC	20001
177	Whitfield, George A	4320 Old Dominion	#408	Arlington	VA	22207
178	Wiggins, Kevin A	917 Sheridan Street NW		Washington	DC	20011
179	Wiley, Elizabeth G	815 18th Street NE	Apt B	Washington	DC	20002
180	Williams, Alexis P	553 Wilson Bridge Drive		Oxen Hill	MD	20745

	A	B	C	D	E	F
181	Williams, Patricia A	2140 Brooks Drive	#320	Didtrict Heights	MD	20747
182	Williams, Phil J	203 N Street SW	#104	Washington	DC	20024
183	Williams, Ronald A	820 Randolph Street NW		Washington	DC	20011
184	Wilson, Kadeen T	5318 1st Street NW		Washington	DC	20011
185	Wright Jr, James L	500 70th Street		Seat Pleasant	MD	20743
186	Zingaro, Patrick C	8040 Needwood Road	#102	Derwood	MD	20855
187	Chowdhury, Ahtesham H	6200 Wilson Blvd	#1207	Falls Church	VA	22044
188	Conlon, Erin	3636 16th Street NW	A829	Washington	DC	20010
189	Eccles, Charles	738 Longfellow Street NW	#207	Washington	DC	20011
190	Elliott, Charmise	1416 R Street NW	#400	Washington	DC	20009
191	McRae, Nakkia D	145 36th Street NE	#4	Washington	DC	20019
192	Plant, Susan M	3364 Curtis Drive	Apt T2	Suitland	MD	20746
193	Reeves, Darrell	3400 Brinkley Road	#201	Temple Hills	MD	20748
194	Shah, Vijay K	2701 Conn Avenue NW	#209	Washington	DC	20008
195	McCullough, Roziah	5617 Regency Park Court	#7	Suitland	MD	20746
196	Holman, Lisa	2920 Fernwald Road		Pittsburgh	PA	15217



125 Maiden Lane
New York, NY 10038
T: 212 686 5522
F: 212 779 1679
unicefusa.org

May 24, 2012

Ms. Joan T. Peet
8 Waldron Dr
Scarborough, ME 04074-9847

Dear Ms. Peet,

Thank you for speaking with our representative on May 23, 2012 and for your generous pledge of \$50 to support the United States Fund for UNICEF. Because of friends like you the United States Fund for UNICEF has been able to save more lives than any other humanitarian organization in the world's history.

Every day 21,000 children die from causes that are totally preventable. We believe that number can—and should—be zero. Saving children who are affected by natural and man-made disasters is just one of the ways that we are working to decrease the number of preventable childhood deaths. And your continued commitment gives us the hope—and the resources—that we need to reach our goal.

A group of long-time supporters, have agreed to match your contribution, which could double the impact of your gift to help provide critical supplies, medicine and shelter to those children that need our help the most right now.

To take advantage of this wonderful opportunity, simply include your check or credit card information with the form below and return it to us in the enclosed postage-paid envelope. The joy you can bring to a desperate mother or father is immeasurable.

Thank you for the children who count on the United States Fund for UNICEF.

Sincerely,

Caryl M. Stern
President and CEO

Thank you for your generous gift of \$50 to support the U.S. Fund for UNICEF. Your gift is tax deductible to the full extent of the law. Please see reverse side for additional state disclosure and other information.

Payment Method:

☐ Check ☐ Visa ☐ MasterCard ☐ American Express

Card # _____

Exp. Date _____

Signature: _____

E-mail address: _____

30802455 DM_DMHNA7125XXXX



Ms. Joan T. Peet
8 Waldron Dr
Scarborough, ME 04074-9847

Please make your check payable to the U.S. Fund for UNICEF.

Although our latest financial statement or Annual Report is always sent free to anyone requesting a copy, certain states require us to advise you that a copy of our latest financial statement and other information is also available from them. If you desire a copy, please contact us at: The United States Fund for UNICEF ("USF"); 125 Maiden Lane New York NY 10038; (212) 686-5522, or residents of the following states may contact the following state agencies (the toll-free numbers are for use only within the respective states):

Arizona: Financial information filed with the Secretary of State is available for public inspection or by calling toll-free (800) 458-5842 **Colorado:** Contact the Office of the Secretary of State (303) 894-2680 <http://www.sos.state.co.us/> re USF Reg. # 20023005163 **Florida:** A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE USF Reg.# CH18 **Georgia:** A full and fair description of the programs of USF and its financial statement summary is available upon request at the office and phone number indicated above. **Illinois:** Contracts and reports regarding USF are on file with the Illinois Attorney General **Kansas:** The Annual Financial Report of USF, Kansas Registration No. 340-072-8, for the preceding year is on file with the Secretary of State, 120 SW 10th, 1st Floor, Memorial Hall, Topeka, KS 66612 **Maine:** by contacting the Attorney General, Dept. of Professional & Financial Regulation, 35 State House, Augusta ME 04333 **Maryland:** Copies of documents submitted by USF are available for the cost of copies and postage from the Office of the Secretary of State, State House, Annapolis, MD 21401, (800) 825-4510 **Mississippi:** the official registration and financial information of USF may be obtained from the Secretary of State's Office by calling toll-free (888) 236-6167 **New Jersey:** INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 www.njconsumeraffairs.gov/ocp.htm#charity **New York:** Residents may obtain a copy of USF's Annual Report by writing to Office of Attorney General, Charities Bureau, 120 Broadway, New York, NY 10271 **North Carolina:** A COPY OF THE LICENSE TO SOLICIT CHARITABLE CONTRIBUTIONS AS A CHARITABLE ORGANIZATION OR SPONSOR AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE SOLICITATION LICENSING BRANCH, BY CALLING 919-807-2214 **Pennsylvania:** A copy of the official registration and financial information of USF may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, (800) 732-0999 **Tennessee:** ABC Charity has retained PDR II, Inc. d/b/a Share, a paid solicitor, to assist with the campaign **Washington:** A Notice of Solicitation required by law is on file with the Washington Secretary of State. You may obtain additional financial disclosure information by contacting the Secretary of State, 800-332-GIVE **West Virginia:** Secretary of State, State Capitol, Charleston, WV 25305.

How Contributions Are Allocated Between The United States Fund for UNICEF and the PDR II, Inc. d/b/a Share, a paid solicitor:

Information on the respective percentages of contributions that will be paid to USF and to the PDR II, Inc. d/b/a Share, a paid solicitor, is available from:- **Vermont:** by contacting the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05405, (800) 649-2424, or the Vermont Attorney General's Internet website, <http://www.atg.state.vt.us/>

The United States Fund for UNICEF has retained the PDR II, Inc. d/b/a Share, Inc., a paid solicitor. The paid fundraiser who contacted you was operating under the direction and control of the PDR II, Inc. d/b/a Share, a paid solicitor who is compensated on a fee basis and is not paid a percentage of the dollars pledged. The PDR II, Inc. d/b/a Share is not in custody of the funds raised although the PDR II, Inc. d/b/a Share will receive, as costs, expenses and fees, a portion of the funds raised through this solicitation campaign. The PDR II, Inc. d/b/a Share, . is located at 79 Chapel St, Newton MA, Tel. (617) 467-3600. (PDR II, Inc. d/b/a Share CO Reg. #20113015068)

REGISTRATION WITH ANY OF THE ABOVE STATES DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE OF THE PDR II, INC. D/B/A SHARE, USF OR THE CAUSE REPRESENTED.

PDR II, INC FUNDRAISING SCRIPT

ABCD0101 -- Campaign Description
Bold language is standard PDR II, Inc
language for all projects.

AE Seal of Approval: _____

Approval Date: _____

INTRODUCTION

Hello, this is (FULL NAME) calling from PDR II, Inc., a paid solicitor, on behalf of UNITED STATES FUND FOR UNICEF of 125 Maiden Lane New York NY 10038 (212) 686-5522. I want to thank you for all of your past support and let you know why I'm calling but before I continue, I need to let you know that: this call may be monitored or recorded to ensure quality; I'm a paid fundraiser operating under the direction and control of the PDR II, Inc., a professional fundraising firm, who will receive as costs, expenses and fees, a portion of the funds raised through this solicitation campaign and that the latest financial statement/annual report of UNITED STATES FUND FOR UNICEF and a copy its contract with PDR II, Inc is available upon request.

APPEAL Issue -> Problem; Campaign -> Solution; Strategy -> Commitment

First, I want to thank you for participating in US FUND's Promise to Children Pledge Program. The support of monthly givers is important because the funds raised through this program are a steady and predictable source of income that UNICEF can depend on which means UNICEF can do more to help children. US FUND can't thank you enough for your exceptional dedication.

TOP ASK (Make sure to ask high!)

We're asking everyone to help with a generous contribution of (3 x Most Recent Contribution (MRC) / minimum \$100), and a lot of people find it (affordable / convenient) to put their gift on (list cc's: MasterCard, Visa, etc). **Will you help with a gift of (3 x MRC) today / tonight, to help (restate appeal)?**

SECOND ASK (Give more good info / Restate urgency)

I understand, (repeat and reflect objection).

I understand, (repeat and reflect objection). I don't mean to be too persistent, but US FUND needs your help so they can keep their promise to the world's children. As you know, UNICEF is committed to promoting the survival, protection and development of all children worldwide. And with your generous monthly gift of \$xxx, US FUND is able to deal more effectively with the problems facing children because it allows the US FUND to be proactive by providing steady funding to help UNICEF carry out and expand its many lifesaving efforts.

Will you help with a gift of (2 x MRC / minimum \$50)?

THIRD ASK (Stay urgent -- give final, compelling reason to give!)

I understand.

Mr./Ms. donor name, I understand that you can't continue in the Promise to Children Pledge Program at this time, but with so many young lives at stake, your support is critical. US FUND does everything that it can to help, especially in circumstances where hope is hard to come by and where UNICEF's helping hand may be a child's last chance. UNICEF is working in over 160 countries and territories around the world every day to save children's lives, and we are making tremendous progress, but UNICEF cannot continue its lifesaving work without the support of generous people such as yourself who have opened their hearts to the children we serve.

Last time you supported UNITED STATES FUND FOR UNICEF's efforts with a gift of \$(MRC). We're

asking everyone to increase their support by just \$5, which will make a huge difference in US FUND's work.
Can you help with a gift of (MRC + \$5, minimum \$25)?

05/08/2013

REFUSAL / E-MAIL ASK

Mr/s _____, I do appreciate your time and hopefully you can help at a later date. Before I let you go we are asking everyone for their e-mail address so UNITED STATES FUND FOR UNICEF can keep you better informed about the work they are doing. May I get your email address please? _____

CREDIT CARD ASK / CHECK CLOSE

Great, thank you so much for your gift of \$____, it will really help (re-state reason for appeal). **Which (credit) card would you prefer to use today/tonight** (optional: we accept MC, Visa, Amex, Disc, etc)?

For Vermont donors: Read – verbatim – Vermont disclosure language which appears at the end of the script.

IF NO: The reason we ask is that processing gifts on credit card allows UNITED STATES FUND FOR UNICEF to put your money to work right away. (Wait for donor to respond).

IF STILL NO: I understand, we can send you a pledge confirmation. You will receive the envelope within about 3 or 4 days.

AFTER ALL PLEDGE INFORMATION IS RECORDED, AND THE HOME (check) or END (credit card) KEY HIT, RECORDING IS TRIGGERED AND CONFIRMATION SHOULD BEGIN:

(DIGITALLY RECORDED) PLEDGE CONFIRMATION

For Vermont donors: Read – verbatim – Vermont disclosure language which appears at the end of the script.

1) CONFIRM PLEDGE AMOUNT AND TYPE

CHECK LUMP SUM PLEDGE: You have agreed to a pledge of \$____, is that correct? (You MUST get a positive response)

CREDIT CARD LUMP SUM PLEDGE: You have agreed to a pledge of \$____ on (card type). Is that correct. (You MUST get a positive response)

SUSTAINER PLEDGE: You have agreed to a donation of \$____ per (month / quarter) on (card type, EFT, check). Is that correct? (You MUST get a positive response)

2) CONFIRM METHOD OF PAYMENT AND CHECK RETURN DATE

CHECK PLEDGE "CLOSE": We'll send a return envelope to you immediately ... will you be able to return your gift as soon as you receive the envelope?

IF "NO": OK, can we count on you then to return your gift before (state specific date two weeks from today)?

IF "NO" again: we can accept the pledge only if the donor states explicitly that they will return the gift within one month of the pledge date -- if they cannot or will not make such a commitment, it is not a valid pledge and should be recorded as a refusal (although the donor should be thanked for their support and encouraged to return a contribution they next time they receive a mailing from the client).

EFT PLEDGE "CLOSE": The following language must be read, and will be confirmed by verifiers, in order for the EFT gift to be considered valid:

We'll send a return envelope to you immediately, which will get to you within the next few days ... when you get it, you'll need to do two things:

- 1) sign the pledge ticket, authorizing these donations of \$ _____ per (month), and
- 2) write out one check for that amount – which will be the only check you will need to write – and

return both in the envelope we'll send. Will you be able to return those two things as soon as you receive the envelope? (Followed by the standard two-week return ask, and the necessity at the very least for the donor to commit to returning the signed pledge ticket and check within one month) (You **MUST** get a positive response)

ON-LINE PLEDGE "CLOSE": The following language must be read, and will be confirmed by verifiers, in order for an on-line gift to be considered valid:

Great. Look for an email from UNITED STATES FUND FOR UNICEF-Gifts within 24 hours. The way it works is that as soon as you get the email and open it you will see a link that you click on to make your gift. That link will take you to your personalized online fulfillment form where all you need to do is enter in your credit card information. Since US FUND needs your donation right away can we count on you to make your gift the day you get the email? (Followed by the standard two-week return ask, and the necessity at the very least for the donor to commit to returning the signed pledge ticket and check within one month) (You **MUST** get a positive response)

3) CONFIRM ADDRESS

Your address is (read entire address, including e-mail address) ... is that correct? (You must get a response, and make any and all appropriate changes)

4) DISCLAIMER/TAX STATUS LANGUAGE

Your donation **IS** tax deductible to the full extent of the law. (READ ADDITIONAL REQUIRED DISCLAIMER LANGUAGE WHEN NECESSARY)

5) OBTAIN ADDITIONAL DONOR INFORMATION WHEN REQUIRED (E-mail address, for example)

6) THANK DONOR FOR THEIR GIFT AND SUPPORT!

Thank you for your generous gift of \$ _____ and your support of UNITED STATES FUND FOR UNICEF -- it makes a big difference!

ONE LAST THING (unless you used the MRC + \$5 third ask): One last thing if I could We're asking everyone to add an additional \$__ to their contribution. Could you help in that way?

DIGITAL RECORDING IS STOPPED BY DISCONNECTING CALL UPON COMPLETION!

ADDITIONAL INFORMATION / TIPS FOR SUCCESS

SPECIAL DISCLOSURE / DISCLAIMER LANGUAGE: *Read – verbatim – as needed !!*

VERMONT DISCLOSURE: [For ALL pledges] “Before I [take your number/confirm your pledge], I’m required by the State of Vermont to let you know that you may obtain information on the respective percentages of contributions paid to UNITED STATES FUND FOR UNICEF and the PDR II, Inc, by contacting the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05404, (800) 649-2424, or the Vermont Attorney General’s Internet website, <http://www.state.vt.us/atg>.”

COLORADO DISCLOSURE [Upon Request of Donor]:

- 1) “The Colorado Registration # of UNITED STATES FUND FOR UNICEF is 20023005163; of PDR II, Inc is 20033009334.
- 2) “This is not a percentage-based arrangement. PDR II, Inc is compensated by fees and expenses paid to it by US FUND against invoices submitted. However,
 - [Alternative “A”— where UNITED STATES FUND FOR UNICEF HAS provided PDR II, Inc. with an estimate of what it expects to retain] a reasonable estimate of the percentage of your contribution that will be retained by US FUND is ___%”
 - [Alternative “B”— where UNITED STATES FUND FOR UNICEF HAS NOT provided PDR II, Inc. with an estimate of what it expects to retain] based on the number of contacts, average pledge amount, participation percentage and fulfillment percentage, averaged over the past 5 years for all of PDR II’ clients, a reasonable estimate of the percentage of your contribution that will be retained by US FUND is 48%”

KANSAS DISCLOSURE [Upon Request of Donor]:

- 1) “The Kansas Registration # of UNITED STATES FUND FOR UNICEF is ____; of PDR II, Inc., is 0000233.”
- 2) “The Annual Financial Report of UNITED STATES FUND FOR UNICEF for the preceding fiscal year is on file with the Kansas Secretary of State, 120 SW 10th, 1st Floor, Memorial Hall, Topeka KS 66612”

KENTUCKY DISCLOSURE [Upon Request of Donor]: “This is not a percentage-based arrangement. PDR II, Inc., is compensated by fees and expenses paid to it by US FUND against invoices submitted. However,

- [Alternative “A”— where UNITED STATES FUND FOR UNICEF HAS provided PDR II, Inc., with an estimate of what it expects to retain] a reasonable estimate of the percentage of your contribution that will be retained by US FUND is ___%”
- [Alternative “B”— where UNITED STATES FUND FOR UNICEF HAS NOT provided PDR II Inc., with an estimate of what it expects to retain] based on the number of contacts, average pledge amount, participation percentage and fulfillment percentage, averaged over the past 5 years for all of PDR II Inc., clients, a reasonable estimate of the percentage of your contribution that will be retained by US FUND is 48%”

[If a written statement of this information is then requested by the donor, you should respond as follows: “We will send you a written statement of this information at no cost”. Then, please make a note of the name and address of the donor and submit it to your manager, who will arrange for PDR II Inc., Registration Dept. to send a copy to the donor]

OHIO DISCLOSURE [Upon Request of Donor]:

Response to questions related to 'how PDR II is compensated' and 'how much of a donor's gift will be retained by US FUND: "This is not a percentage-based arrangement. PDR II is compensated by fees and expenses paid to it by US FUND against invoices submitted. Although the percentage of your contribution that will be retained by US FUND as promised in the contract is 1%, that is a minimum -- the average percentage of gross contributions received by non-profit organizations as a result of campaigns conducted by PDR II in the three years preceding this contract is __ %)." [Currently, 40%]

SOUTH CAROLINA DISCLOSURE [Upon Request of Donor]:

1) Responses to questions related to 'how PDR II Inc., is compensated' and 'how much of a donor's gift will be retained by US FUND:

(a) "This is not a percentage-based arrangement. PDR II, Inc. is compensated by fees and expenses paid to it by US FUND against invoices submitted. The fees are principally calculated on a "per contact" basis."

ONLY IF ASKED "what is a 'contact'?":

"A "contact" is defined as a completed call with a prospect on the list provided by US FUND that results in a definitive final disposition (i.e. "yes", "no", "maybe") regardless of whether such a decision results in a pledge of any funds to US FUND. Donors identified as "deceased" or "moved" or "not available" are not considered "contacts" for billing purposes."

(b) "All of the receipts from contributions made as a result of this fundraising Campaign will be transmitted by donors such as you directly to US FUND and will be deposited by US FUND in an account of US FUND. At no time does PDR II, Inc., have custody of or control over the funds raised."

(c) "A reasonable estimate of the percentage of the gross revenue from this fundraising Campaign that shall PDR II Inc., will receive is 48%. Nevertheless, US FUND is guaranteed to retain a minimum of One percent (1%) of gross revenues raised a result of this fundraising Campaign."

ONLY IF ASKED "on what is the 'estimate' based ?":

"The estimate is based on the number of contacts, average pledge amount, participation percentage and fulfillment percentage, averaged over the past 5 years for all of PDR II, Inc. clients."

2) Responses to requests for a copy of US FUND's financial statement:

"I would be pleased to arrange for you to receive a copy of US FUND's most recent annual financial statement on Form 990 as filed with the IRS."

3) Responses to requests for a copy of PDR II Inc., South Carolina Registration Certificate:

"I would be pleased to arrange for you to receive a copy of PDR II, Inc's., current registration certificate from the South Carolina Secretary of State."

[If a written statement of the information communicated in #s 1), 2) or 3) is then requested by the donor, you should respond as follows: "We will send you a written statement of this information at no cost". Then, please make a note of the name and address of the donor and submit it to your manager, who will arrange for PDR II, Inc. Registration Dept. to send a copy to the donor].



SHARE
a PDR II, Inc. company

TELEMARKETING SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 1st day of July, 2012 by and between The United States Fund for UNICEF, a New York not-for-profit corporation, whose principal offices are located at 125 Maiden Lane, New York, New York 10038 (hereafter referred to as USF) and PDR II, Inc. d/b/a Share a business corporation organized under the laws of Massachusetts, whose principal offices are located at 79 Chapel Street, Newton, MA 02458 (hereafter referred to as PDR II),

WITNESSETH:

WHEREAS, PDR II is regularly engaged in the business of providing telefundraising and consulting services; and

WHEREAS, USF which was created for educational and charitable purposes to increase public awareness in the U.S. about the challenges facing the world's children and to raise funds for UNICEF-assisted projects, is a not-for-profit corporation that wishes to retain PDR II to assist the USF in its fundraising activities;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties have agreed as follows.

1. Term. The term of this Agreement will be effective as of July 1, 2012. It will conclude on June 30, 2013, unless terminated earlier pursuant to the provisions of Section 5 below.
2. Definitions.
 - A. Telephone Contacts. PDR II shall obtain and/or provide any required facilities, telephones, telephone service, telephone callers and copy in order to make a minimum of five thousand (5,000) telephone "Contacts" for USF. Said Contacts to be to a combination of Lapsed and Current Donors. For purposes of this Agreement, a "Contact" shall mean an actual contact with a Prospect or their spouse which results in a completed decision (e.g. a response of yes, no, maybe or other), regardless of whether such decision results in the pledge of any funds to USF, by any Prospect contacted by PDR II on behalf of USF. The term does not include a response from a telephone answering service or answering machine or with any other related family member.
3. Program Description and Allocation of Responsibilities. Each party will provide the materials or services required of it by the following sequential description of the project.

A. Prospect List Preparation.

- (i) Within fifteen (15) days of execution of this Agreement, USF shall provide PDR II with a schedule detailing dates and approximate volumes of all campaigns to be completed by PDR II during the term of this Agreement.
- (ii) Five (5) days prior to commencement of each campaign, USF or its Agent shall provide PDR II with the names, addresses, and confirmed valid telephone numbers (if available) of a sufficient number of Prospects so that PDR II can complete each specific campaign requested by USF. Said computer data shall meet such technical specifications as are mutually agreed to by the parties. The record on each member will also contain (if available) a donor history, including last gift amount, last gift date, highest contribution during the previous 36 months, donors' responsiveness to prior telemarketing calls and proclivity to make contributions using a credit card. Additional demographic and behavioral information may be provided from time to time to enhance the relationship with the member.
- (iii) The USF will have the option, prior to PDR II downloading such information to its call center, to have PDR II send its lists of prospects to a telephone number search service. If so authorized, PDR II will format the information, deliver it to the search service and bill the USF for the cost of such service at the rate authorized in Section 4C below.
- (iv) Conversion of List. Once the computer data described in Section 3A(ii) above has been provided to PDR II and, if requested, phone number information has been appended, PDR II shall download information contained on the computer data to predictive or auto dialers setting forth the names, addresses, zip code, telephone number, gift information, and expiration date of each potential contact.

B. Preparation of Support Materials.

- (i) Development of Copy. PDR II shall, in consultation with USF, write and develop telemarketing scripts, and develop copy for original and reminder pledge packages to be used in the fulfillment of its duties hereunder ("Copy"). No scripts or other Copy shall be used and/or implemented by PDR II without the prior approval of USF. Approval shall be promptly made.
- (ii) Pledge Package Design. PDR II will either use an existing USF pledge fulfillment package or design a unique pledge and pledge reminder fulfillment package. No pledge package design will be printed or used without the USF's prior approval, which shall be promptly made.
- (iii) PDR II will provide a telephone calling center and a sufficient number of properly trained and supervised telephone callers to complete the volumes in a timeframe consistent with the Calling Schedule previously provided by USF as described above in Section 3A(i). Before callers begin calling, PDR II will carefully review with them the USF's programs and other special aspects of the USF and its work. Calls will not be placed prior to 10:00 a.m. or later than 9:00 p.m. in the time zone of the location to which the call is made.

- (iv) Quality Control. USF shall have the right to monitor calling either on site, or at a remote location, to the extent permissible by law.
- (v) Mailings.
 - (a) With respect to those Contacts that result in a pledge to the USF, PDR II shall send an "initial mailing" which shall include a pledge form, window carrier envelope and a #9 reply envelope. Pledge confirmation mailing will be sent the next business day following the pledge Contact date via first class pre-sort mail.
 - (b) PDR II shall send a "1st reminder mailing" to those donors that pledged a gift to the USF but for which no response to the initial mailing is received within twenty one (21) days of the date of Contact, and if necessary, a "2nd reminder mailing" if there is still no response received from the initial or 1st reminder mailing within thirty five (35) days of Contact. First and 2nd reminder mailings shall be sent by first class pre-sort postage and shall include a pledge form, window envelope and an inner #9 reply envelope.
 - (c) All mailings sent to Donors shall include, at USF's discretion, either a #9 courtesy reply envelope or a #9 business reply envelope. If a business reply envelope is used, the cost of postage for said reply shall be borne by USF.
- (vi) If a person chooses to make his/her payment through a credit card, PDR II will record the appropriate credit card and send this information to the Representative of the USF via secure transmission as directed by the USF (e.g. email, FTP, encryption). PDR II is PCI/DSS compliant as a Tier 4 provider.
- (vii) All gifts and contributions made to the USF in response to calls made by PDR II will be mailed by the donor in a pre-addressed envelope that will be deposited directly into an USF bank account. None of the gifts or contributions made to USF in response to PDR II's Contacts will be delivered to or received by PDR II or by any of its officers, employees, sub-contractors, or agents.
- (viii) The USF will receive and acknowledge all gifts and contributions in accordance with its standard internal operating procedures.
- (ix) Any such consultant, sub-contractors, or agents shall be subject to the same obligations as PDR II with respect to proprietary property and confidential information.

C. Reports by USF.

- (i) On a weekly basis, USF shall ensure that PDR II is provided with information as to which Prospects have fulfilled pledges resulting from PDR II's Contacts, to be as current as possible (generally not more than 5 business days from the date of submission), so that PDR II can send timely reminders to those who have not fulfilled their pledges and can monitor the effectiveness of the campaign.

D. Reports by PDR II. PDR II will provide the Representative of the USF with the following reports:

- (i) A daily report by facsimile or email listing the number of Contacts completed, pledges made, average dollars pledged per contact, percent of pledges and average gift per pledge;
- (ii) Daily Credit Card Reports to USF or a vendor of its choosing, via hardcopy reports or in a computer format specified by USF, indicating the identification number, name, address and credit card billing information for each prospect that agrees to make a contribution via credit card;
- (iii) An end-of-campaign report indicating any name, address or telephone number changes. The report shall also contain the name of each person in the segment. Each name should be marked with one of the following outcomes:
 - (a) Pledge - Member agreed to make a pledge payable upon receipt of an invoice.
 - (b) Credit Card Pledge - Member agreed to make a pledge and had the amount billed to their credit card.
 - (c) Hedger - Member expressed an interest in making a contribution, but could not commit on the phone.
 - (d) Refusal - Member declined to make a contribution.
 - (e) Do Not Call - Member requested that their name be suppressed from future calling campaigns.
 - (f) Non-contact - Member was not reached after at least five attempts.

4. Compensation.

A. Base Fee Structure. For services to be rendered under this Agreement, the following fees shall be paid to PDR II by USF. Current donors shall be defined for purposes of billing to be donors with last gift dates within eighteen months from the date of contact. Lapsed donors shall be defined as those with last gift dates of more than nineteen months from the date of contact.

- (i) For Monthly Sustainer Invitation program, USF shall pay PDR II Four Dollars and Thirty-Five Cents (\$4.35) per Contact.
- (ii) For Lapsed/delinquent Sustainer Reinstatement programs, USF shall pay PDR II Four Dollars and Thirty-Five Cents (\$4.35) per Contact.
- (iii) For House Donors Welcome Calls and Appeals USF shall pay PDR II Four Dollars and Thirty-Five Cents (\$4.35) per Contact.

- (iv) For PDR II designed programs in which UNICEF provides a file of at least 50,000 records to PDR II for analysis, USF shall pay PDR II Four Dollars and Twenty-Five Cents (\$4.25) per Contact.

The per Contact fee also includes the cost of the data analysis and file selection as well as the application of Priority Codes to file to be performed by Integral, LLC, 1203 19th Street NW Suite 500 Washington DC 20036.

- B. Costs for Mailings. PDR II shall be paid the following mail costs:
- (i) The fulfillment cost to mail a letter are included in the per Contact base fee. Postage costs are additional. A minimum of 5,000 Contacts has to be completed by PDR II during the term of this Agreement.
- C. Additional Services. If authorized by the Representative of the USF, the USF agrees to pay PDR II for the following additional services based on the following rates:
- (i) Telephone Number Search. Should PDR II be authorized to send USF Donor lists to a Telephone Number Search Service as described in Section 3A(iii) above, PDR II shall pay for said services and then shall be reimbursed by USF for said costs at the rate of \$0.05 per existing number verified and new number found; \$300 minimum.
- (ii) E-mail Address Capture. Should USF request PDR II to capture E-mail addresses, USF shall not pay a fee per address captured.
- D. Payment Procedures.
- (i) Payment Schedule for Contacts. As PDR II makes Contacts on behalf of USF, PDR II shall invoice USF for actual Contacts made during each previous seven (7) day period (Monday - Sunday). USF shall pay PDR II for said completed Contacts within thirty (30) days of issuance of each said invoice.
- (ii) Payment Schedule for all other Fees. USF will pay any other additional fees and reimbursements described in this Agreement within thirty (30) days of invoicing.
- (iii) All fees and reimbursements more than five (5) days past due shall be subject to late charges on the balance due of 1 1/2% per month.

5. Termination.

- A. Termination. Notwithstanding any other provision of this Agreement including Section 2A, either party to this Agreement reserves the right to terminate any specific program or segment within a program by providing the other with 48 hours notice. Either party may also terminate the entire Agreement at any time by providing the other with thirty (30) days prior written notice. Regardless of whether all or simply a portion of this Agreement is terminated, PDR II shall fulfill its obligations as described in Section 2 and 3 with regard to those Contacts already completed. In the event of termination, USF shall pay PDR II as per Section 4A-D above, for all Contacts completed and associated costs incurred as of the date of termination.

In the event that this Agreement is terminated by USF in its sole discretion, PDR II shall also be reimbursed for those costs already incurred to print post-call follow-up materials as described in Section 3B(v).

- B. Return of Property. Following termination or expiration of this Agreement, and after such time as PDR II has been paid in full for all uncontested amounts owed for services provided, PDR II shall deliver all property of USF to USF within a reasonable time, not to exceed thirty (30) days. Such property shall include, subject to the limitations set forth in Section 6 below, all computer tapes, camera ready art and any and all other materials provided to PDR II by USF.

6. Confidentiality and Ownership of Lists and Marketing Materials.

- A. Lists. PDR II hereby acknowledges and agrees that USF has and shall retain sole ownership and control over lists of names provided to PDR II and shall have sole ownership and control over any and all information developed from fund solicitation responses as a result of this Agreement. PDR II will not use any information including names, addresses, phone numbers or contribution information provided by USF for any other purpose other than that which is stipulated in this Agreement, nor will PDR II sell, rent, or exchange any information captured from respondents with any entity other than USF.
- B. Artwork and Copy. Nothing contained in this Agreement pertaining to the developing of copy or design materials shall be construed by either party as "work for hire." On the contrary, USF may not utilize all or any portion of (i) any original copy and artwork developed by PDR II pursuant to this Agreement, or (ii) any "initial" and "reminder" mailings for any purpose other than the telemarketing campaign described in this Agreement (the "Campaign") without the express written consent of PDR II.

7. Compliance with Regulatory Requirements.

- A. Regulatory Terms and Conditions. This Agreement is subject to the provisions of statutory law and the implementing regulations applicable to the solicitation of contributions and funds for charitable organizations that are in effect in each of the States of the United States, as amended, from time to time. Said statutory language can be found in Exhibit A attached.
- B. Compliance with State Statutes. It is understood by the parties to this Agreement that USF shall receive 100% of all contributions collected and shall pay 100% of those fees owed to PDR II at such time as they are due. PDR II shall not, at any time during the term of this agreement or at any other time, cage or collect any funds on behalf of USF. PDR II receives a fee for its services unrelated to any fundraising event and its compensation is not connected to any funds received by USF through public donations. Rather, USF retains the right to terminate this Agreement at any time if it is not satisfied with the performance or amount of funds raised by PDR II on its behalf, as reported daily. Therefore, for those states interested in this Agreement, the parties believe regardless of the specific language or interpretation of certain mandatory state statutes that the "minimum percentage" to be received by USF to be 100% because USF collects all of the income while independently paying all the fees. For all minimum percentage, estimated percentage and fixed percentage disclosures that follow in

(i). through (iv) below and which are part of a monthly sustainer program where donors agree to contribute to the USF on a continuing monthly basis, the total or gross revenue used for purposes of calculating the percentage must be calculated over a five (5) year period as that reflects the average length of time over which a monthly sustainer continues to give support and provides a reasonable figure of gross revenue to be derived from services provided under this Agreement:

- (i) The parties to this Agreement shall comply with all State Charitable Solicitation Registration requirements at all times during the term of this Agreement. PDR II represents and warrants, under penalties of perjury, that it is properly registered to solicit contributions on behalf of USF in each state in which PDR II will be providing services under this Agreement. Both parties to this Agreement shall make every effort to inform the other of any information that could cause either party to fail to be in compliance with any State Charitable Solicitation Registration requirement.
- (ii) PDR II shall assist USF in complying with those Registration requirements specific to the campaign(s) stipulated in this Agreement, including filing of Notices of Solicitation in those States requiring them, and any and all financial reporting required. In order to comply with these requirements, PDR II may request USF to provide signatures, gross receipts from the campaign(s) stipulated in this Agreement, and any other information pertinent to Registration requirements not available to PDR II from any other source. USF agrees to provide such signatures and information within seven (7) days from receipt of any such request.
- (iii) Should PDR II fail to comply with its responsibilities contained herein, and such failure results in the fining of USF by any regulatory agency concerned with State Charitable Solicitation Registration, PDR II agrees to reimburse USF for said fine within fifteen (15) days of receiving documentation indicating that USF has paid said fine.
- (iv) Should PDR II's failure to comply with its responsibilities contained herein result in the delay of PDR II's ability to perform services in any jurisdiction(s) on behalf of USF, USF will be immediately notified by PDR II in writing via certified mail with return receipt requested or overnight express mail. Upon receipt of stated notification, PDR II shall have seven (7) business days to bring their State Charitable Solicitation Registration reporting into full compliance; thereafter, should PDR II's failure to comply continue to result in PDR II's inability to perform services in the stated jurisdiction, PDR II shall pay to USF Ten Thousand (\$10,000) a day (7 days a week) for every day PDR II is prevented from performing in any jurisdiction as damages to USF for its lost revenue and loss of client "good will" caused by said delay.

8. General Contract Terms and Conditions.

- A. Relationship between the Parties. The relationship between PDR II and USF shall be that of parties acting as independent contractors, and this Agreement shall not in any way render either party the agent, partner, joint-venture or legal representative of the other for any purpose whatsoever. The parties hereto shall act solely as independent contractors and shall have no power or authority to act for, bind or commit the other nor shall either of them claim to have such power or authority.

- B. Successors and Assigns. This Agreement shall be binding on the heirs, executors, administrators, successors, and permitted assigns of the respective parties. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party. In the Event of an assignment by one party to which the other party has consented, the assignee or its legal representative shall agree in writing with the assignor to assume, perform, and to be bound by the covenants, obligations, and agreements contained herein.
- C. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall, upon the written demand of either party served upon the other party, be submitted to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall, by notice to the other party given within ten (10) days of the date of the written demand referred to above, appoint one (1) person to serve as its party-appointed arbitrator. The persons so appointed shall, within twenty (20) days of the aforementioned written demand, jointly select a neutral arbitrator. If any party fails to appoint a person within said ten-day period, the other person so appointed shall select the arbitrator. The arbitrators' determination of the dispute or controversy shall be final and binding on the parties. The parties specifically confer upon the arbitrators the right to direct each of the parties to produce in advance of the hearing(s) whatever documents and other information the arbitrators deem appropriate. Requests for additional discovery shall be governed by and decided in accordance with New York law. The parties hereby agree that the arbitrators shall not have authority to award punitive damages. Such arbitration shall take place in New York, unless the parties mutually agree to another place.
- D. Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of New York.
- E. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.
- F. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.
- G. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.
- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or

representations with respect to its subject matter and hereby terminated and canceled in their entirety and is of no further force or effect.

- J. System Back-Up and Disaster Recovery. PDR II warrants that its system is completely backed up on-site, and that a system backup is removed and secured off-site once every week. In the event that PDR II is temporarily unable to perform the Services outlined in the Agreement because of a power supply interruption or a systems failure, PDR II shall immediately contact the USF to discuss implementing a contingency work plan to ensure that the USF's callers are serviced in accordance with the terms of the Agreement without undue delays or inconvenience to the USF's callers.
- K. Bond and Insurance. PDR II shall obtain a blanket fidelity bond in an amount satisfactory to the USF protecting PDR II and the USF. The amount of the bond is \$500,000.00 coverage for employee dishonesty, \$500,000.00 coverage for computer fraud, \$500,000.00 coverage for depositor's forgery, and \$1 million coverage for monies and securities inside PDR II's premises. PDR II shall provide evidence of such bond to the USF upon demand at anytime during the term of this Agreement.
- L. Full Authority. Each of the parties and signatories to this Agreement represents and warrants that he has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligation shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith. Each person signing this Agreement on behalf of an entity represents and warrants that he has the full right, power, legal capacity and authority to sign this Agreement on behalf of such entity.

PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

If PDR II and its sub-contractors ("SERVICE PROVIDERS") collect, process, transmit or store credit card data for USF under the terms of the Agreement, then SERVICE PROVIDERS acknowledge that SERVICE PROVIDERS's services to USF shall be governed by and fully compliant with the requirements under the Payment Card Industry (PCI) Data Security Standard (DSS).

PCI DSS Compliance

SERVICE PROVIDERS represent and warrant that SERVICE PROVIDERS are fully compliant with or prior to the effective date for providing services to USF under the Agreement shall become fully compliant with and shall continue throughout the term of the Agreement to remain fully compliant with the Payment Card Industry (PCI) Data Security Standard (DSS). SERVICE PROVIDERS acknowledge that SERVICE PROVIDERS are responsible for the security of all cardholder data ("USF Data") that SERVICE PROVIDERS possess.

The USF is required to periodically demonstrate compliance with PCI DSS. The compliance process requires USF to undergo an assessment that includes all the system components used to process, store or transmit cardholder data, and any other component that resides on the same network segment as those system components, hereafter known as "System Components in Scope". Some of those system components and/or processes have been outsourced to SERVICE PROVIDERS.

SERVICE PROVIDERS agree to achieve and maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. As evidence of compliance, SERVICE PROVIDERS will provide USF when requested, a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor) for Level 1 Providers or a SERVICE PROVIDERS's executive for Levels 2-4.

If SERVICE PROVIDERS are unable to provide a current attestation of compliance, then SERVICE PROVIDERS will be in material breach of the Agreement, and USF shall have the right to immediately terminate the Agreement without any liability to SERVICE PROVIDERS. In the alternative, if SERVICE PROVIDERS are unable to provide a current attestation of compliance, USF, in its sole and absolute discretion, may elect and SERVICE PROVIDERS shall allow USF's QSA and/or Internal Auditor to assess all the System Components in Scope that are hosted or managed by SERVICE PROVIDERS, and the related processes used to process, transmit or store USF Data.

Notification Requirement

SERVICE PROVIDERS will periodically test and re-evaluate the effectiveness of SERVICE PROVIDERS's compliance procedures. SERVICE PROVIDERS will notify USF within 24 hours, if such procedures are violated and USF Data are compromised or passwords or other access

SECRET

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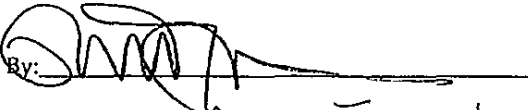
IN WITNESS WHEREOF, the parties have executed this Agreement with the signatures of their duly authorized representatives, effective as of the date first written above.

The United States Fund for UNICEF

By: 

Edward G. Lloyd
Executive Vice President of Operations and Chief Financial Officer

Date: 6/27/12

By: 

Print Name/Title: ROBERT THOMPSON
SVP DEVELOPMENT

Date: 6/19/12

PDR II, Inc.

By: 

Geoff Loree
Managing Director

Date: 5/30/12

RECEIVED

JUL 06 2012

Exhibit A

1. The main Agreement between PDR II and USF is not a percentage-based agreement and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. PDR II is to be paid a fixed fee per Contact as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, USF exercises control and approval over the content and frequency of all solicitations.
 - a. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the main Agreement shall be modified to add the following section:
 - i. USF shall receive at least "more than" 20% of gross revenue, or the amount set forth in the main Agreement, whichever is greater. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged.
 - b. For purposes of the providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the main Agreement shall be modified to add the following section:
 - i. This contract is not a percentage based contract. However, it is estimated that USF shall receive between (More than) twenty percent (20%) and forty percent (40%) of gross revenue. This is an estimated percentage based upon the estimated number of Contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the states of Ohio, Utah and Wisconsin, USF is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage.
 - c. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by PDR II, the main Agreement shall be modified to add the following section:
 - i. USF shall receive as a result of this solicitation campaign at least twenty percent (20%) and PDR II shall receive no more than eighty percent (80%) of all funds raised. The amount going to PDR II is an estimated percentage based upon previous experience of similar campaigns conducted by PDR II. This shall not affect or alter compensation provisions as provided in the main Agreement.
 - d. For purposes of the states of Alaska and Illinois only, the contract shall be modified to add the following section:
 - i. PDR II shall be authorized by USF to conduct solicitations on a nationwide basis during the term of this agreement. PDR II projects \$100,000 in gross revenue to be raised from this campaign. PDR II estimates expenses related to the campaign to be \$40,000. The estimated figures are based upon experience of similar campaigns conducted by PDR II. This shall not affect any of the other terms including compensation as set out in the main Agreement. The books and records of fundraising activities shall be kept at the address of PDR II as provided in the main Agreement.

- e. For purposes of the State of Indiana only, the following shall apply:
 - i. The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by PDR II in the three years preceding this agreement is thirty-five percent (35%).
 - ii. At least every ninety (90) days, PDR II professional solicitor shall provide the charitable organization with access to and use of information concerning contributors, including the name, address, and telephone number of each contributor and the date and amount of each contribution. PDR II professional solicitor may not restrict the charitable organization's use of contributor information.
- f. For the purposes of the State of Mississippi, the following shall apply:
 - i. Solicitation activity is to commence on July 1, 2012 within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.
 - ii. All oral and written presentations to be used by PDR II (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by USF.
 - iii. Solicitation activity and the contract will terminate on June 30, 2013 within the State of Mississippi.
- g. For the purposes of the State of New Hampshire, the following shall apply:
 - i. The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of USF with no rights to transfer, sell, rent, or otherwise cause same to be used except by USF.
- h. For the purposes of the State of Pennsylvania, the following shall apply:
 - i. Guarantee to USF. USF shall receive as a result of this solicitation campaign, a minimum guarantee of twenty percent (20%) of gross revenue. This shall not affect or alter compensation provisions as listed in the main Agreement.
 - ii. Percentage to Professional Solicitor. USF agrees that PDR II shall be compensated pursuant to the terms of the Agreement which is estimated to be eighty percent (80%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.
 - iii. Solicitation activity is to commence on July 1, 2012 within the Commonwealth of Pennsylvania or ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.
 - iv. Solicitation activity and the contract will terminate on June 30, 2013 within the Commonwealth of Pennsylvania.

- i. For the purposes of the State of Tennessee the following shall apply:
 - i. PDR II does not receive donations on behalf of the USF, does not have access to the funds raised and does not make deposits to and does not have signature authority with, or any other authority over, the USF's bank accounts.
 - j. For the purposes of the State of Vermont the following shall apply:
 - i. Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.
 - ii. PDR II shall not restrict in any way the use by USF of the list of donors to the campaign.
2. This agreement may not be modified, changed or terminated in whole or in part, in any manner except by an agreement duly signed by USF and PDR II.

COPILEVITZ & CANTER, LLC

ATTORNEYS AT LAW

310 W. 20TH STREET
SUITE 300
KANSAS CITY, MISSOURI 64108
(816) 472-9000 • FAX (816) 472-5000

ATTORNEY GENERAL'S OFFICE
PUBLIC CHARITIES DIVISION

12 AUG 13 AM 10:01

August 7, 2012

Ms. Steph Emerich
Division of Public Charities
One Ashburton Place
Boston, MA 02108

Re: **PDR II, Inc. / United States Fund for UNICEF**

Dear Ms. Emerich,

PDR II, Inc. is a professional fundraiser registered with your office. PDR II, Inc. has entered into a contract with the above-referenced charitable organization, and has asked that I forward the enclosed contract and necessary solicitation materials to your office.

Please review these items and make this document part of the registration file. Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Megan Parker
Legal Assistant
For the Firm
Email: mparker@cckc-law.com